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BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES

Application Number: 09/676,018
Filing Date: September 29, 2000
Appellant(s): EVENSHAUG ET AL.

Mark R. DeLuca
For Appellant

EXAMINER'S ANSWER

This is in response to the appeal brief filed 8/1/05 appealing from the Office action mailed 12/21/04.

(1) Real Party in Interest

A statement identifying by name the real party in interest is contained in the brief.

(2) Related Appeals and Interferences

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

(3) Status of Claims

The statement of the status of claims contained in the brief is correct.

(4) Status of Amendments After Final

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

(5) Summary of Claimed Subject Matter

The summary of claimed subject matter contained in the brief is correct.

(6) Grounds of Rejection to be Reviewed on Appeal

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

(7) Claims Appendix

The copy of the appealed claims contained in the Appendix to the brief is correct.

(8) Evidence Relied Upon

No evidence is relied upon by the examiner in the rejection of the claims under appeal.

(9) Grounds of Rejection

The following ground(s) of rejection are applicable to the appealed claims:

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

Claims 1-32 and 47-51 are rejected under 35 U.S.C. 103(a) as being unpatentable over Copeland et al., U.S. Patent No. 5,946,694 in view of Underwood et al., U.S. Patent No. 5,873,066 and further in view of Kelly et al., U.S. Patent No. 5,806,042.

As per claim 1, Copeland teaches a carrier medium comprising program instructions for amending one or more conditions of an insurance contract, wherein the program instructions are computer executable to implement a method of: identifying an inheritable class of objects to represent the one or more conditions of an insurance contract (see column 6, lines 6-12), wherein the insurance contract is represented by an insurance contract object (see column 6, lines 11-12), wherein the insurance contract object is a parent of a section object (see column 6, lines 33-36 and Figure 3, note that Examiner is relying on the "mixin object" for the recited "section object"); creating an instance of the inheritable class of objects to identify a condition object, wherein the condition object is a child of the section object (see Figure 3, note that Examiner is relying on the "data object" for the recited "condition object"); configuring properties and methods of the condition object consistent with the insurance contract to define an amended insurance contract (see column 7, lines 1-11).

While Copeland describes an example of applying the object oriented method to insurance policies, the reference does not explicitly teach applying the method of reinsurance contracts. Underwood teaches a computer implemented method for amending one or more conditions of a reinsurance contract (see column 6, lines 41-46). It would have been obvious to one of ordinary skill in the art of reinsurance at the time of the invention to expand the applications of Copeland to incorporate reinsurance capabilities. One of ordinary skill in the art would have been motivated to apply the method of Copeland to reinsurance for the purpose of enhancing customer preferences by incorporating a larger variety of insurance products.

Additionally, neither Copeland nor Underwood explicitly teach that the reinsurance contract comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer against the risk associated with the primary insurance contract. However, Kelly teaches a computer implemented method for amending one or more conditions of a reinsurance contract wherein the reinsurance contract comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer against the risk associated with the primary insurance contract (see column 6, lines 25-42). It would have been obvious to one of ordinary skill in the art of reinsurance at the time of the invention to expand the applications of Copeland to incorporate reinsurance capabilities. One of ordinary skill in the art would have been motivated to apply the method of Copeland to reinsurance for the purpose of enhancing customer preferences by incorporating a larger variety of insurance products.

As per claim 2, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches the condition object is amended in context of the section object (see column 11, lines 2-4).

As per claim 3, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches the condition object is connected to other section objects, wherein the condition object inherits properties from the connected other section objects (see column 9, lines 44-59).

As per claim 4, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches the inheritable objects comprises a protection class (see column 6, lines 43-47).

As per claim 5, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches the class of inheritable objects comprises a section classification class (see column 5, lines 3-20).

As per claim 6, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches the condition object describes a premium limit condition (see column 6, lines 15-19).

As per claim 7, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland does not explicitly teach the condition object describes a share percentage condition. Underwood teaches that a condition of the reinsurance contract is a share percentage (see Figure 13). It would have been obvious to one of ordinary skill in the art of reinsurance at the time of the invention to expand the applications of Copeland to incorporate reinsurance capabilities for the reasons given above with respect to claim 1.

As per claim 8, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches the condition object describes a deduction condition (see column 6, lines 15-19).

As per claim 9, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches identifying a new condition of the inheritable

object class, wherein the one or more conditions excludes the new condition (see column 9, lines 60-67); identifying a new subclass of objects to the insurance contract class of objects (see column 7, lines 28-38); creating a new component object by instantiating the new subclass of objects, wherein the new component object is a child object to the insurance contract object (see column 7, lines 39-49).

As per claim 10, Copeland in view of Underwood and Kelly teach the method of claim 4 as described above. Copeland further teaches the protection class comprises a proportional protection assignment subclass or a non-proportional protection assignment subclass (see column 6, lines 43-47).

As per claim 11, Copeland in view of Underwood and Kelly teach the method of claim 5 as described above. Copeland further teaches the section classification class comprises properties, wherein the properties describe a country, a main class of business and a class of business associated with the section classification class (see column 5, lines 44-51).

As per claim 12, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches storing the one amended insurance contract in memory (see column 9, lines 23-43).

As per claim 13, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches the carrier medium comprises a memory medium (see column 9, lines 23-43).

As per claim 14, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches the carrier medium comprises a transmission medium (see column 9, lines 11-22).

Claims 15-26 contain substantially similar limitations to claims 1-14 and, as such, are rejected for similar reasons as given above.

As per claim 27, Copeland teaches a system for insurance transaction processing, comprising: an insurance contract framework (see column 4, lines 55-64); a multi-dimensional insurance contract framework (see column 4, lines 55-64); a condition component framework (see column 4, liens 55-64); an insurance contract object derived from the insurance contract framework (see column 6, lines 6-12); one or more insured period objects derived from the multi-dimensional insurance contract framework, wherein each insured period object is a child of the insurance contract object (see column 6, lines 12-19); one or more life cycle phase objects derived from the multi-dimensional insurance contract framework, wherein each life cycle phase object is a child of one of the insured period objects (see column 8, lines 5-12); one or more amendment objects derived from the multi-dimensional reinsurance contract framework, wherein each amendment object is a child of one of the life cycle phase objects (see column 7, lines 3-6); one or more section objects derived from the multi-dimensional insurance contract framework, wherein at least one section object is a child of one of the life cycle phase objects (see column 6, lines 33-42); one or more condition objects derived from the condition component framework, wherein at least one condition object is a child of one of the section objects (see column 6, lines 12-19); and wherein the one or more condition objects are configurable for the insurance transaction processing (see column 6, lines 12-19).

While Copeland describes an example of applying the object oriented method to insurance policies, the reference does not explicitly teach applying the method of reinsurance contracts. Underwood teaches a computer implemented method for amending one or more conditions of a reinsurance contract (see column 6, lines 41-46). It would have been obvious to one of ordinary skill in the art of reinsurance at the time of the invention to expand the applications of Copeland to incorporate reinsurance capabilities. One of ordinary skill in the art

would have been motivated to apply the method of Copeland to reinsurance for the purpose of enhancing customer preferences by incorporating a larger variety of insurance products.

Additionally, neither Copeland nor Underwood explicitly teach that the reinsurance contract comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer against the risk associated with the primary insurance contract. However, Kelly teaches a computer implemented method for amending one or more conditions of a reinsurance contract wherein the reinsurance contract comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer against the risk associated with the primary insurance contract (see column 6, lines 25-42). It would have been obvious to one of ordinary skill in the art of reinsurance at the time of the invention to expand the applications of Copeland to incorporate reinsurance capabilities. One of ordinary skill in the art would have been motivated to apply the method of Copeland to reinsurance for the purpose of enhancing customer preferences by incorporating a larger variety of insurance products.

As per claim 28, Copeland in view of Underwood and Kelly teach the system of claim 27 as described above. Copeland further teaches a computer system to execute the reinsurance contract framework, the multi-dimensional reinsurance contract framework and the condition component framework (see column 8, lines 22-38).

As per claim 29, Copeland in view of Underwood and Kelly teach the system of claim 28 as described above. Copeland further teaches the computer system comprises a display device coupled to the computer system to display data (see column 8, lines 22-38).

As per claim 30, Copeland in view of Underwood and Kelly teach the system of claim 29 as described above. Copeland further teaches the display device is a display screen (see column 8, lines 22-38).

As per claim 31, Copeland in view of Underwood and Kelly teach the system of claim 28 as described above, wherein the computer system comprises a user input device coupled to the computer system to enter data (see column 8, lines 22-38).

As per claim 32, Copeland in view of Underwood and Kelly teach the system of claim 31 as described above, wherein the user input device is a mouse or a keyboard (see column 8, lines 22-38).

Claim 47 contains substantially similar system limitations to method claim 1 and, as such, is rejected for similar reasons as given above.

As per claim 48, Copeland in view of Underwood and Kelly teach the system of claim 47 as described above. Copeland further teaches the computer system comprises a display device coupled to the computer system to display data (see column 9, lines 11-13).

As per claim 49, Copeland in view of Underwood and Kelly teach the system of claim 48 as described above. Copeland further teaches the display device is a display screen (see column 8, lines 22-38).

As per claim 50, Copeland in view of Underwood and Kelly teach the system of claim 47 as described above. Copeland further teaches the computer system comprises a user input device coupled to the computer system to enter data (see column 8, lines 22-38).

32. As per claim 51, Copeland in view of Underwood and Kelly teach the system of claim 50 as described above. Copeland further teaches the user input device is a mouse or a keyboard (see column 8, liens 22-38).

Claims 33-37 and 40-46 are rejected under 35 U.S.C. 103(a) as being unpatentable over Underwood et al., U.S. Patent No. 5,873,066 in view of Copeland et al., U.S. Patent No. 5,946,694 and further in view of Kelly et al., U.S. Patent No. 5,806,042.

As per claim 33, Underwood teaches a carrier medium comprising program instructions for a graphical user interface, wherein the program instructions are computer-executable to implement a method of displaying a first window comprising one or more window panels and a navigational tool, wherein the navigation tool comprises one or more tool panels, wherein each of the one or more tool panels or each of the one or more window panels comprises one or more interface items for receiving user inputs, wherein the one or more window panels and the one or more tool panels display data associated with one or more properties and one or more methods of a reinsurance contract (see column 6, lines 25-37); receiving a selection for a first interface item (see column 6, lines 25-37); displaying a second window in response to receiving the selection for the first interface item, wherein the second window comprises one or more second window panels and the navigational tool, wherein the second window panels and the one or more tool panels display data consistent with receiving the selection for the first interface item (see column 6, lines 38-46); receiving a selection for a second interface item to return to the first window (see Figure 13, note, in particular, the "Document" tab to return to the previous window); and wherein a hierarchy of windows comprises the first and second window and wherein the hierarchy of windows provides the graphical user interface to process a reinsurance business transaction (see Figures 12 and 13).

Underwood does not explicitly teach utilizing an object oriented system to process the reinsurance transactions. However, Copeland teaches an object oriented software system to process insurance business transactions (see column 6, lines 6-19). It would have been obvious to one of ordinary skill in the art at the time of the invention to utilize the object oriented

system of Copeland in conjunction with the graphical interface system of Underwood. One of ordinary skill in the art would have been motivated to incorporate the functionality of Copeland for the purpose of providing a more efficient model for processing reinsurance transactions without requiring extensive reworking of the business logic already used in Underwood (see column 2, lines 42-50 of Copeland).

Additionally, neither Underwood nor Copeland explicitly teach that the reinsurance contract comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer against the risk associated with the primary insurance contract. However, Kelly teaches a computer implemented method for amending one or more conditions of a reinsurance contract wherein the reinsurance contract comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer against the risk associated with the primary insurance contract (see column 6, lines 25-42). It would have been obvious to one of ordinary skill in the art of reinsurance at the time of the invention to expand the applications of Copeland and Underwood to incorporate reinsurance capabilities. One of ordinary skill in the art would have been motivated to apply the method of Copeland to reinsurance for the purpose of enhancing customer preferences by incorporating a larger variety of insurance products.

Underwood further teaches the reinsurance contract comprises one or more insured periods, wherein each insured period identifies a particular time period during which a particular reinsurance contract remains in effect (see Figure 7). Underwood does not explicitly teach utilizing an object oriented system to process the reinsurance transactions. However, Copeland teaches an object oriented software system to process insurance business transactions including one or more insured period objects, wherein each insured period object identifies a

particular time period during which a particular insurance contract remains in effect (see column 6, lines 11-19). It would have been obvious to one of ordinary skill in the art at the time of the invention to utilize the object oriented system of Copeland in conjunction with the graphical interface system of Underwood for the purpose of providing a more efficient model for processing reinsurance transactions without requiring extensive reworking of the business logic already used in Underwood (see column 2, lines 42-50 of Copeland).

Finally, Underwood does not explicitly teach that each insured period object comprises one or more life cycle phase objects, wherein each life cycle phase object identifies a particular phase in a life cycle of the particular reinsurance contract during the particular time period. Copeland teaches such a life cycle phase object feature (see column 8, lines 5-21). It would have been obvious to one of ordinary skill in the art at the time of the invention to utilize the object oriented system of Copeland in conjunction with the graphical interface system of Underwood for the purpose of providing a more efficient model for processing reinsurance transactions without requiring extensive reworking of the business logic already used in Underwood (see column 2, lines 42-50 of Copeland).

As per claim 34, Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood further teaches the first interface item is an icon (see Figure 12).

As per claim 35, Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood further teaches the first interface item is a button (see Figure 12).

As per claim 36, Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood further teaches the reinsurance contract object system is configurable to process the reinsurance business transaction (see column 6, lines 38-46).

Underwood does not explicitly teach utilizing an object oriented system to process the reinsurance transactions. However, Copeland teaches an object oriented software system to process insurance business transactions (see column 6, lines 6-19). It would have been obvious to one of ordinary skill in the art at the time of the invention to utilize the object oriented system of Copeland in conjunction with the graphical interface system of Underwood for the reasons given above with respect to claim 33.

As per claim 37 Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood further teaches the reinsurance business transaction is a reinsurance contract transaction (see column 6, lines 38-46).

As per claim 40, Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood does not explicitly teach that each life cycle phase object comprises one or more section objects, wherein the one or more section objects are arranged in a hierarchy starting with a main section, wherein each section object comprises children section objects. Copeland teaches that each life cycle phase object comprises one or more section objects, wherein the one or more section objects are arranged in a hierarchy starting with a main section, wherein each section object comprises children section objects (see column 6, lines 33-42). It would have been obvious to one of ordinary skill in the art at the time of the invention to utilize the object oriented system of Copeland in conjunction with the graphical interface system of Underwood for the reasons given above with respect to claim 33.

As per claim 41, Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood does not explicitly teach that each life cycle phase object comprises one or more amendment objects, wherein the one or more amendment objects are operable to amend one or more condition objects, wherein the one or more amendment objects are shared amongst the one or more life cycle phase objects within the particular time period.

Copeland teaches each life cycle phase object comprises one or more amendment objects, wherein the one or more amendment objects are operable to amend one or more condition objects, wherein the one or more amendment objects are shared amongst the one or more life cycle phase objects within the particular time period (see column 3, lines 4-8). It would have been obvious to one of ordinary skill in the art at the time of the invention to utilize the object oriented system of Copeland in conjunction with the graphical interface system of Underwood for the reasons given above with respect to claim 33.

As per claim 42, Underwood in view of Copeland and Kelly teach the method of claim 40 as described above. Underwood does not explicitly teach that each of the one or more section objects comprises one or more inheritable objects, wherein each inheritable object is owned by a section object, wherein each inheritable object is operable to inherit or share a method or a property from another section object (see column 6, lines 43-60). It would have been obvious to one of ordinary skill in the art at the time of the invention to utilize the object oriented system of Copeland in conjunction with the graphical interface system of Underwood for the reasons given above with respect to claim 33.

As per claim 43, Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood further teaches the one or more window panels and the navigational tool are tiled together (see Figures 12 and 13).

As per claim 44, Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood further teaches the one or more window panels and the navigational tool are non-overlapping (see Figures 12 and 13).

As per claim 45, Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood further teaches the one or more window panels are user configurable for their size and their shape (see Figures 12 and 13).

As per claim 46, Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood further teaches executing a program to select the second window for display by using the received selection for the first interface item as an input (see column 6, lines 38-46); and accessing a database to retrieve the data associated with the second window (see column 6, lines 47-67).

(10) Response to Argument

In the Appeal Brief filed 01 August 2005, Appellant makes the following arguments:

A) Copeland does not teach a parent child relationship between an insurance contract object and a mixin object.

B) Copeland does not teach a parent child relationship between a mixing object and a data object.

C) The data object of Copeland is not the same as the condition object recited in claim 1.

D) The combination of Copeland and Underwood is improper.

E) The data object of Copeland does not inherit any properties from the mixin object.

F) Copeland does not teach identifying a new condition of a class, wherein the condition is excluded by one or more conditions of the class.

G) The security service for computer systems of Copeland does not relate to the protection assignments for reinsurance contracts.

H) The Mixin objects of Copeland do not include properties of a section classification class.

I) The life cycle model of Copeland relates to a life cycle model for software rather than for the life cycle of a reinsurance contract.

Examiner will address Appellant's arguments in sequence as they appear in the brief.

Response to Argument A:

In response to Appellant's first argument, it should be initially noted that the Examiner is relying the "business object" as the insurance object, the "mixin object" as the section object and the "data object" as the condition object (see Figure 3 for a representation of the hierarchy described in Copeland). The Examiner respectfully submits that this hierarchy clearly shows the parent-child relationship between the business object and mixin object and between the mixin object and the data object. An example of this relationship, with respect to the business object and mixin object, can be seen in how the business objects interact with the mixin objects in the proper business environment (see column 2, lines 60-63 and column 6, lines 33-38, a proper business environment including an insurance environment). Furthermore, it is respectfully submitted that the mere labeling of two objects as parent and child, as is the case in claim 1, does not explicitly require the inheritance of any properties from the parent to the child. Therefore, it should be noted that claim 1 is not limited to a method that includes the steps of inheriting any properties from each recited "parent" object to each recited "child" object.

Response to Argument B:

In response to the second argument, the Examiner reiterates, as above, that claim 1 is not limited to a method that includes the steps of inheriting any properties from each recited "parent" object to each recited "child" object. Nevertheless, in addition to the hierarchy shown in Figure 3 above, an example of the parent-child relationship with respect to the mixin object and data object can also be seen in how the mixin object interacts with the data object in the proper business environment (see column 11, lines 2-11). Therefore, even if claim 1 did recite a step

of inheriting properties form the mixin object to the data object, which it does not, it is respectfully submitted that, given the breadth of the claim, the teachings of Copeland would still meet this limitation.

Response to Argument C:

In response to the next argument, it is respectfully submitted that the cited portions of Appellant's specification in support of limiting the recited "condition object" to certain characteristics of a reinsurance contract merely describe one embodiment and what that embodiment may include. Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993). Furthermore, it is noted that, in one embodiment, Copeland describes an insurance policy data object that includes functions to update and delete functions (see column 7, lines 3-11). Clearly, updating and deleting policy information is related to the condition of the contract. Therefore, given the broadest reasonable interpretation to one of ordinary skill in the art, the data object as described in Copeland is a type of condition object as recited in the claims.

Response to Argument D:

In response to the fourth argument, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988)and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, it is respectfully noted that the very purpose of

Copeland is to "apply the disclosed object oriented model to existing computer systems in various business environments" without changing the underlying data structures or business logic (see column 2, lines 42-50). Furthermore, given the fact that Copeland discloses an embodiment of applying the object-oriented model in an insurance policy processing environment, it is submitted that one of ordinary skill in the art would have been motivated to combine the teachings of Copeland with Underwood and Kelly in the manner described in the above rejections.

Response to Argument E:

In response to the fifth argument, the Examiner reiterates the position taken above in response argument B that the parent-child relationship with respect to the mixin object and data object can be seen in how the mixin object interacts with the data object in the proper business environment (see column 11, lines 2-11). Therefore, in addition to the hierarchy shown in Figure 3, it is respectfully submitted that Copeland also discloses examples of inheritance between each parent and child object.

Response to Argument F:

In response to the next argument, and in addition the responses to argument A, the Examiner further respectfully submits that and example of an identified condition that would exclude one or more conditions of the class would be an expired insurance policy (see column 9, lines 60-64). It is submitted that such a condition would be excluded by various conditions of an active insurance policy (see column 6, lines 12-19).

Response to Argument G:

In response to this argument, it is respectfully submitted that the claim does not explicitly recite a protection assignment for reinsurance contracts. Rather, the claim merely recites the protection class comprises a protection assignment subclass. Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993). Therefore, given the broadest reasonable interpretation to one of ordinary skill in the art, it is submitted that the system level security described in Copeland is a type of protection assignment subclass as currently recited in the claims.

Response to Argument H:

In response to the next argument, it is respectfully submitted that, as described above in response to Argument A, that the mixin object is interpreted to be a type of section object as recited in the claim. Furthermore, the classification of objects described in Copeland clearly include such business environment properties as recited in the claim (see, for example, column 6, lines 6-19). Therefore, it is respectfully submitted that Copeland teaches a section classification including properties as currently claimed.

Response to Argument I:

In response to the Final argument, it is noted that the Appellant has again relied upon portions of the specification to define the scope of the claims. In particular, it is asserted that, based on the specification, the life cycle phase as claimed refers to a phase of a reinsurance contract. However, it is respectfully submitted that, given the broadest reasonable interpretation to one of ordinary skill in the art, such a limitation is not explicitly required by the claims. For example, with respect to claim 27, although the claims requires the life cycle phase objects to

be derived from the multi-dimensional reinsurance contract framework, the claim does not explicitly define this object as a phase of a reinsurance contract. Moreover, since the life cycle model of Copeland is derived form the object-oriented framework (described in a preferred embodiment as an insurance policy framework), it is respectfully submitted that this teaching of Copeland is a type of life cycle phase object as recited in the claims. Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993).

(11) Related Proceeding(s) Appendix

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner's answer.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

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